

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

SOUND MILL, INC., a Washington corporation,

Plaintiff,

V.

PLH PRODUCTS, INC., a California corporation; PACIFIC CEDAR SUPPLY, LTD., a foreign corporation; S.W. LEE; and MOL (AMERICA), INC., a Delaware Corporation,

## Defendants.

Case No. C05-5052 RBL

**ORDER DENYING PLAINTIFF'S  
MOTION FOR RECONSIDERATION**

This matter comes before the Court on Plaintiff's motion for reconsideration. (Dkt. No. 51). The Court's earlier Order rejected Plaintiff's argument that PLH entered into an enforceable oral contract when it both made the 20% down payment and failed to object to Plaintiff's July 14, 2004 invoice, because these promises were premised on an existing legal obligation and no new consideration was provided. (Dkt. No. 50 at 5).

Plaintiff argues the Court should reconsider its ruling because the oral contract between Plaintiff and PLH modified an existing agreement and, under UCC Article 2, needs no new consideration to be binding. (Dkt. No. 51 at 2). Defendants PLH and S.W. Lee maintain the alleged oral contract fails for lack of consideration. (Dkt. No. 52 at 2).

1 Motions for reconsideration are disfavored and courts will ordinarily deny such motions in the  
2 absence of a showing of manifest error. W.D. Wash. CR 7(h).  
3

4 Here, Plaintiff's argument remains unpersuasive. PLH was not a party to the original contract and,  
5 from its perspective, any agreement binding it to pay Plaintiff was necessarily a new contract, not a  
6 contract modification. The Court remains convinced that new consideration was required. Because the  
7 alleged PLH/Plaintiff oral contract was not supported by new consideration, Plaintiff's alternate "oral  
8 contract" claim against PLH must fail.  
9

10 Accordingly, Plaintiff's motion for reconsideration (Dkt. No. 51) is **DENIED**.  
11

12 **IT IS SO ORDERED.**

13 DATED this 9<sup>th</sup> of September, 2006.  
14  
15

16   
17

18 RONALD B. LEIGHTON  
19 UNITED STATES DISTRICT JUDGE  
20  
21  
22  
23  
24  
25  
26  
27  
28